

Widow Care: Widowed Mentorship Program Terms & Conditions

ACCEPTANCE OF TERMS

At Widow Care's Widowed Mentorship Program and Peer Support Groups ("Widow Care", "Mentorship Program", "Peer Support Group", "we", or "us"), our goal is to help people set goals & organize their lives after the loss of their spouse. Our mentors and group facilitators act as "life coaches" who can offer guidance. However, we are not able to provide ANY counseling services or crisis services (i.e. mental health advising, professional health services, therapy, suicide prevention, etc.), nor are we able to provide any legal advice, financial advice or anything further than opinions/guidance in regards to basic daily activities. If you are looking for crisis services and/or are in immediate danger to yourself or others, contact The Crisis Hotline or your local police department immediately.

Our widowed checklist is a suggested list of considerations that one should look at following their loss. We suggest organizing bank accounts, researching social security/state pensions & applying to receive death certificates, but none of these suggestions or recommendations should take the place of professional advice (from lawyers, financial advisors, or any other professional service provider). Our checklist is not all-inclusive, nor does it apply to every widowed individual-- it is meant to be used as a suggested template and was compiled based on recommendations from previous widowed members. Our services are not meant to be used as an advising service, nor are we a crisis or counseling service.

Before using or accessing our website, peer support groups or the over-the-phone Widowed Mentorship Program operated by Widow Care ("the Services" or "our Services"), please read the following. By accessing or using our Services you agree to these Terms of Service (the "Terms of Service") and our privacy policy (the "Privacy Policy" and the Terms of Service, these "Terms") described below.

These Terms govern your access and use of the Services, describe what information we collect through the Services, and explains how we use, transfer, and store your information after we collect it. We hope that knowing how and why we use data will help you make an informed choice about using the Services. If you don't agree to these Terms, you may not use the Services.

You may contact Widow Care by email at info@widowcare.org with questions about these Terms. You can find a list of other support resources at widowcare.org/resources. Again, Widow Care does not offer any crisis services or counseling services-- please refer to external services, such as The Crisis Hotline or your local Police Department if you are in an emergency or crisis situation. If you no longer wish to receive phone calls, emails or other direct communications from Widow Care, you may email info@widowcare.org and say "OPT OUT".

CONSENT; CHANGES TO TERMS

We care about the safety of all mentors, mentees, facilitators, members & employees involved in our organization, so we may change the Terms & Conditions, and how Widow Cares Widowed Mentorship Program and Peer Support Group is designed, as we see fit. Any changes will be effective immediately upon our posting them to our website at widowcare.org and/or sending them out to members/mentees. These terms are current and in effect. Continuing to use our Services after we've changed the Terms will mean that you accept the revised Terms.

Each time that you start a conversation with Widow Care, you'll receive an email update with a link to our current Terms so you may review them before continuing to use the Services. Using the Services after receiving that email shall constitute your acceptance of the Terms then in effect.

NATURE OF THE SERVICES

Our Services are intended to empower you to work through your grief by organizing general responsibilities & setting goals for self-improvement. We are here to listen to you speak about journey, help you understand some of the important obligations that widows and widowers must take care of following bereavement, and help to set SMART goals to get your life back on track. However, please remember that your use of, and participation in, our Services does not constitute an attorney-client relationship, a doctor-patient relationship, a therapist-client relationship, a therapist-patient relationship, or any other sort of confidential relationship. We are not your doctor, your therapist, your lawyer, your mom, or your best friend.

Widow Care and our Services are not substitutes for professional health care, mental health treatment, psychiatric care, or therapy of any kind. Additionally, our services are not substitutes for legal services, attorney services, financial planning, investment planning or professional advising of any kind. If you believe you are experiencing a medical emergency, you should immediately call 911. You are in charge of yourself and your own actions -- we can ask questions, set goals and provide opinions about which responsibilities we believe you should attend to, but only you control your own actions and reactions.

Additionally, to protect the privacy and safety of our staff, mentors, facilitators, volunteers and anyone else that is involved in our organization, you agree to not communicate with our Mentors outside of the Services. If you have questions, comments or feedback for us, please email info@widowcare.org.

RISKS, USE OF SERVICES

You assume all risk for use of the Services. Neither Widow Care nor any of our employees,

Mentors, Volunteers, service providers, or any other entities with whom Widow Care, our Widowed Mentorship Program and our Peer Support Group has contracted shall have any liability for or in connection with (1) actions taken by you or a third party, during, after, or as a result of your use of the Services, (2) any actions or reactions not taken by you or a third party during, after, or as a result of your use of our Services, or (3) the unavailability of the Services.

You agree to indemnify us and hold us harmless for damages arising out of (A) your use of the Services, (B) your breach of these Terms, (C) your violation of the law, (D) claims asserted by third parties that you are in breach of these Terms or (E) information provided by you through Widow Care and/or our Widowed Mentorship Program and/or our Peer Support Groups. Without limiting the foregoing, in no event shall Widow Care or anyone involved in our organization be liable for any special, incidental, consequential, exemplary, or indirect damages.

The Services are provided on an “as is” basis and “as available” basis. We offer limited training for our volunteers which provide advice in forming relationships & trust, setting SMART goals, and connecting with resources. Our mentors try their hardest to offer a listening ear, connect mentees with local services when needed, and set goals to take care of responsibilities, but we cannot make any guarantees that our services will satisfy.

Widow Care and its service providers expressly disclaim all warranties of any kind, whether express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Without limiting the above, Widow Care and its service providers make no warranty that the Widowed Mentorship Program or Peer Support Group will (A) meet your requirements; (B) be uninterrupted, timely, secure, or error-free; or (C) meet your expectations. The foregoing disclaimers of liability apply to all damages or injury, including those caused by any failure of performance, error, omission, interruption, deletion, defect or delay in operation or transmission, whether for breach of contract, tortious behavior, including negligence, or any other cause of action.

PROHIBITED USES; RIGHT TO TERMINATE ACCESS

You may use our Services only for lawful purposes and in accordance with these Terms. You agree to use the Services only for lawful and legitimate purposes. You agree not to use the Services:

- in any way that violates any applicable federal, state, local and international law or regulation;
- for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personal information or otherwise;
- to threaten, harass, or otherwise inappropriately abuse Widow Care and/or our Widowed Mentorship Program and/or our Peer Support Groups, employees, partners, agents, subcontractors, volunteers, or others;
- to send, knowingly receive, upload, download, use or re-use any content which does not comply with these Terms;

- to “spam,” gather or attempt to gather personal information belonging to users or others for the purposes of spamming, marketing, selling to third parties, or otherwise abusing Widow Care, our Services, or our users;
- to impersonate or attempt to impersonate another person or entity; or
- to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by us, may harm Widow Care, Our services, or users of the Services or expose them to liability; or
- to copy, adapt, decompile, reverse engineer, attempt to discover the source code of or make a derivative works of the Services or any portion of the Services; or
- to otherwise attempt to interfere with the proper working of Widow Care or the Services.
- Widow Care reserves the right to terminate your access to the Services if you violate these Terms, including doing anything on the list above.
- Widow Care may unilaterally terminate your access to the Services. We also might adjust your access if we determine that you’d be better served by a different kind of support.
- Widow Care further reserves the right to terminate the Services or your access to them, for any other reason, at our sole discretion.

THIRD PARTY SERVICES

You may contact us through a third party website, application or service (“Third Party Service”), including, for example, Facebook Messenger. If you contact us through a Third Party Service (A) both Widow Care and the third party that runs the Third Party Service may have access to the content of the messages you share and (B) your information may be shared between us and that third party. For example, we and the third party may exchange your location information to contact local law enforcement or emergency services in an emergency. Since we are not a crisis service, we cannot provide crisis help and we hold the right to call a third party, such as a local police department, in the case that a situation escalates and we cannot provide services.

Moreover, these Terms only apply to you and Widow Care. We are not responsible for, and make no representations regarding, the policies or practices of any Third Party Service. If you contact us through a Third Party Service, you are subject to these Terms as well as the terms and policies of the Third Party Service. We encourage you to review the terms and policies of any Third Party Service you use to contact Widow Care. If you do not wish to be subject to a Third Party Service’s terms or policies, please do not contact Widow Care or our Services through a Third Party Service; instead, you may contact Widow Care by emailing info@widowcare.org, or calling (301) 349-7838.

COLLECTION AND USE OF PERSONALLY IDENTIFIABLE INFORMATION

“Personally Identifiable Information” is data that can be used to uniquely identify you, like your full name or home address. During your use of our Services you may be asked (but never required) to voluntarily provide Personally Identifiable Information, including but not limited to your name or home address. We will only ask for this if we believe it would help us to better

serve you. Some personal contact information, specifically your phone number, is required for the use of our Services due to the nature of our Widowed Mentorship Program.

While we may collect Personally Identifiable Information, we will not share it with any third parties except as noted in this Privacy Policy. You are welcome to use a third party application to protect your personally identifiable information (i.e. Google Voice).

Widow Care uses the information it collects about you to, among other things, improve the Services, contact you, provide anonymous reporting internally, and fulfill your requests, including but not limited to referrals to other services.

PURPOSES FOR PROCESSING DATA

Our lawful purposes for processing your data include consent (where you have given consent), contract (where processing is necessary to deliver the Services as you requested by contacting us), protecting your vital interests, performing tasks carried out in the public interest, and the legitimate interests of Widow Care (namely, to help mentees and/or members stay safe and healthy). We collect information so we can offer adequate Services by connecting you with mentors and volunteers to help set goals and organize responsibilities.

Where we rely on your consent to process personal data, you have the right to withdraw or decline your consent at any time by emailing “DENY CONSENT”, as described below. Where we rely on legitimate interests, you have the right to object. Please contact info@widowcare.org to reach our employees by calling (301) 349-7838.

WHAT PERSONALLY IDENTIFIABLE INFORMATION WE COLLECT

When you choose to call us to use our Services, we may automatically receive and collect (i) the phone number you call us from and (ii) your mobile service provider. We also automatically receive your email in the case that you send messages over email.

Other than that, the only Personally Identifiable Information that we collect from you through the Services is the stuff you voluntarily provide to us. Some of the types of Personally Identifiable Information that we may request that you disclose to us may include your name, age, address, and zip code, particularly if necessary to respond to an imminent risk of death or serious bodily harm, or to make a mandatory report concerning suspected child abuse or neglect.

DONOR PRIVACY

Widow Care keeps a record of each donor’s giving history for IRS purposes, to analyze giving patterns, make budget projections, and solicit future donations. We do not share our donor file with any other party or organization.

HOW WE USE YOUR PERSONALLY IDENTIFIABLE INFORMATION

We operate the Services in conjunction with volunteer and staff mentors (“Volunteer Mentors”). Any information, including Personally Identifiable Information, that you share with the Services

may be viewed by Widow Care staff or Volunteer Mentors for quality control, to contact emergency services, or to better assist you. We may use and share the Personally Identifiable Information that we collect via the Services amongst our employees, Board Members, volunteers, mentors and service providers in order to help us operate, analyze, research, develop, deliver, audit, maintain, and improve our products, content, advertising, communications, and the Services. If you provide feedback (such as through an anonymous survey or audio recording), that feedback may also be shared with Widow Care Staff and Mentors.

DISCLOSURES TO THIRD PARTIES

We care about your safety. It's our goal to support you in handling your grief & responsibilities, and in rare cases, this means we might contact law enforcement, state authorities, or emergency services if your messages indicate that you are at imminent risk of death or serious injury (e.g., if you indicate that you have suicidal thoughts), or if we reasonably believe that disclosure is necessary to prevent a person's death or serious injury.

Again, Widow Care is NOT a crisis service. We cannot provide crisis guidance, and can only refer you to other crisis services and/or the police department. We merely help to set goals and be a listening ear for you to speak about your grief. In the case of an Emergency Situation, we may ask you to provide personally identifiable information.

Additionally, we may disclose Personally Identifiable Information we collect from you to third parties if we believe such disclosure is necessary: (A) to comply with the law or in response to a subpoena, court order, government request, or other legal process; (B) to protect the interests, rights, safety, or property of Widow Care, its affiliates, employees, or agents, including but not limited to Mentors; (C) to enforce our Terms; (D) in connection with a sale, merger, or change of control of Widow Care or its affiliates, or (E) to address fraud, security, technical issues, or to operate the Services or its infrastructure systems properly.

NON-PERSONALLY IDENTIFIABLE INFORMATION

We also collect, use, and share non-Personally Identifiable Information, which is data that cannot be directly used to identify or contact you, such as conversation volume, length of conversation, and other related data. We may collect, use, transfer, and disclose anonymized non-Personally Identifiable Information to third parties for any purpose, including but not limited to improving our Services, generating support for Widow Care, or as required by law.

USAGE INFORMATION

We may collect and analyze non-personally identifiable information through third-party applications and services, such as Google Analytics, regarding how people use our Services, which may include our website users' operating system, Internet browser, mobile device, screen resolution, or general usage information such as the number and frequency of our website's visitors, or which links were clicked. This information helps us improve our website and Services. (For information on Google Analytics, please visit

[http://www.google.com/policies/privacy/.](http://www.google.com/policies/privacy/))

OUTSIDE REFERRALS

Sometimes, we may refer you to external resources who can offer professional advising or crisis assistance. We can provide you with the contact information for other professional services, but we will not provide them with your contact information. You can use the external services at your discretion-- we cannot be held liable for your use of external services nor can we held liable for their privacy policies, actions, etc.

RETENTION OF INFORMATION

Widow Care retains data for the purposes described above. We retain Personally Identifiable Information for the ongoing use of communication for our various programs, unless you decide to opt-out. To opt-out, email info@widowcare.org and say "OPT OUT".

HOW WE PROTECT YOUR PERSONALLY IDENTIFIABLE INFORMATION

Widow Care cares about you and the security of your Personally Identifiable Information. We store all information on servers and we only permit approved Widow Care employees and third parties to access those servers pursuant to the practices described above. Although we take appropriate measures to safeguard against unauthorized disclosures of information, we cannot assure you that your Personally Identifiable Information or communications with Widow Care will never be disclosed in a manner inconsistent with this policy, and make no representations or warranties regarding the sufficiency of our security measures to prevent unauthorized access or interception by third parties.

YOU SHOULD ALSO PROTECT YOURSELF

Always be careful and responsible regarding your Personally Identifiable Information. We are not responsible for, and cannot control, what others not affiliated with Widow Care do with information you provide to them.

ACCESS/CHANGES TO PERSONALLY IDENTIFIABLE INFORMATION

You may request access to or changes to Personally Identifiable Information of yours which we have stored by emailing info@widowcare.org. You will be asked to verify your identity in order for us to grant you access to or process changes to your Personally Identifiable Information. We will make reasonable efforts to process requests promptly, but may decline to process requests that are unreasonably repetitive, require unreasonable technical effort, jeopardize the privacy of you or others, are otherwise impractical, or which would conflict with a law enforcement matter.

Additionally, we will decline to process requests if we believe preservation of your Personally Identifiable Information is necessary: (A) to comply with the law or in response to a subpoena, court order, government request, or other legal obligations; (B) to protect the interests, rights, safety, or property of Widow Care, employees, agents, or volunteers, including but not limited to Crisis Counselors; (C) to enforce our Terms; (D) in connection with a sale, merger, or change of control of Widow Care or its affiliates, or (E) to address fraud, security, technical issues, or to

operate the Services or their infrastructure systems properly.

SEVERABILITY; ENTIRE AGREEMENT

If a court finds any provision of these Terms to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and the remaining Terms shall remain in full force and effect. These Terms constitute the entire agreement between you and Widow Care, superseding any other written or oral agreements or understandings.

CONTACT US

If you have any questions or concerns about our Terms or the privacy practices described here, please contact: info@widowcare.org. You may also mail a request to us at Widow Care, 795 Rockville Pike, Rockville MD 20852.